

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF LINDEN
AND THE LINDEN RECREATION MAINTENANCE WORKERS**

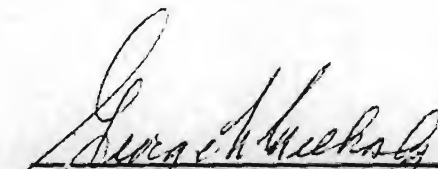
WHEREAS, the City of Linden and the Linden Recreation Maintenance Workers have reached an agreement with regard to the rates of pay, hours of work, fringe benefits, working conditions, and other matters, for the period January 1, 1993 to December 31, 1994, and

WHEREAS, it is necessary the Governing Body approve and ratify such agreements on behalf of the City of Linden;

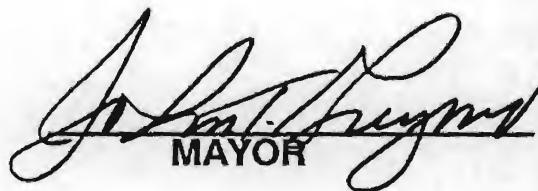
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the aforesaid agreement be and hereby approved and ratified; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and hereby are directed and empowered to execute said agreement on behalf of the City of Linden.

PASSED: December 21, 1993

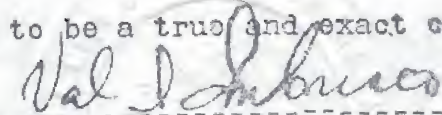

PRESIDENT OF COUNCIL

APPROVED: December 22, 1993


MAYOR

ATTEST: 
CITY CLERK

Certified to be a true and exact copy.



City Clerk, City of Linden, N. J.
Date: DEC 28 1993

RECREATION DEPARTMENT MAINTENANCE WORKERS AND LABORERS

TERMS AND CONDITIONS OF EMPLOYMENT

Present benefits and working conditions shall continue. The following additional benefits and conditions have been agreed to by the City of Linden.

1. Wage Rates

	<u>YEAR</u>	<u>START</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>
Laborer	1993	13.50	14.07	14.57	15.10
	1994	14.11	14.70	15.23	15.78
Rec. Maint. Worker	1993	15.63	16.15	16.68	17.18
	1994	16.33	16.88	17.43	17.95
Sr. Rec. Maint. Wkr.	1993	17.71	17.79	17.92	18.38
	1994	18.51	18.59	18.73	19.21
Sr. Maint. Repairer	1993	17.71	17.79	17.92	18.38
	1994	18.51	18.59	18.73	19.21
Sr. Mechanic	1993	18.00	18.10	18.22	18.38
	1994	18.81	18.91	19.04	19.21

2. Funeral Leave

A. A maximum of three (3) working days with pay will be granted to the employee in the event of a death in his or her immediate family.

B. Immediate family shall mean spouse, child, parents, brother, sister, niece, nephew, brother-in-law, sister-in-law, brother or sister of spouse, parents and grandparents of spouse.

C. In the event of the death of an aunt or uncle, he shall receive one (1) day off with full pay to attend funeral. Upon request of all above situations, written proof of the relationship shall be submitted to the Director of the Department.

3. Lunch Allowance

In accordance with departmental policy, an employee shall be entitled to a meal allowance of five dollars (\$5.00).

4. Overtime

A. Overtime is classified as time worked after a normal workday or work week, Monday through Friday, 7:00 a.m. to 3:30 p.m., with half hour lunch. Two 15 minute breaks, one morning, one afternoon is included in workday. Workers will be asked

for overtime according to a rotating seniority list, with the list resuming from last person who worked.

B. Overtime shall be paid at the rate of time and one-half the hourly base rate. Continuous working past normal workday will be paid one and one-half times base rate for time worked. If called in from home, minimum of two (2) hours will be paid.

C. Sundays and holidays shall be paid at the rate of two (2) times the employees' hourly base rate for all time worked. This is in addition to the payment of holiday pay. Earned overtime will be paid on the payday following the pay period in which the overtime was worked.

5. Personal Days

An employee shall be entitled to two (2) personal days each calendar year with pay at the rate of the employees' daily base rate.

Requests for personal days off must be made and approved by the Director of the Department no less than twenty-four hours in advance of the date desired. Personal days shall be scheduled according to the department's leave allotment schedule.

6. Seniority

Seniority is defined as an employee's length of service determined by his last date of hire by the City for the Recreation Department.

Layoff from and recall to work from layoff only shall be on the basis of seniority as defined above.

7. Clothing

As of January 1, 1994, employees will be furnished with the following:

2 pair of work shoes on a wear and tear basis. Shoes will be bought by employee, and upon receipt to department, reimbursed a maximum of \$60.00.

1 Winter jacket every odd number year, i.e., 1993, 1995, etc.,

1 spring jacket annually,

5 shirts, 5 pants, 5 tee-shirts

8. Clothing Maintenance

A clothing maintenance payment of seventy-five (\$75.00) dollars per year shall be paid to employees on the first payday of the year. This money is used for cleaning costs of uniforms at home.

9. Skeleton Day

The day after Thanksgiving shall be considered a skeleton day. Workers will be asked according to seniority overtime list to work. Those chosen will have the following Monday off.

10. Grievance Procedure

A grievance shall be defined as a difference of opinion or dispute between an employee covered by these terms and conditions and the Recreation Department of the City of Linden, New Jersey concerning wages, benefits and conditions of work.

STEP 1. In the event of a grievance, an employee shall present it to his foreman within two (2) working days of its occurrence. If the employee does not present the grievance in time, it shall be considered cancelled. If the grievance is not satisfactorily settled within two (2) additional working days it shall proceed to step 2.

STEP 2. Within two (2) working days of the completion of step 1., the employee and director of the department shall meet to discuss the grievance. The employee may request the departmental employee representative to represent him if he so desires. The Director shall answer the grievance within two (2) working days of the meeting.

STEP 3. If the grievance is not settled at the previous step within seven (7) calendar days the employee shall meet with the Director of the department and the Councilmanic Recreation Committee. The employee may request the departmental employee representative to represent him if he so desires.

STEP 4. If the grievance is not settled within seven (7) calendar days of the meeting of the previous step, it may be submitted to the Department of Personnel of the State of New Jersey. This must take place within fourteen (14) calendar days of the completion of step 3. In the event the employee fails to do so, the City's disposition of the grievance in step 3 shall be final and binding upon the employee and the City. In the event the City or its representatives fail to meet the time limits stated in this procedure, the grievance shall proceed to the next step.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR RECREATION MAINTENANCE

BY: Brian R. Samer
BRIAN SAMER

DATED: 12/17/93

BY: Richard Weber
RICHARD WEBER

DATED: 12/17/93

CITY OF LINDEN, N.J.

BY: John T. Gregorio
JOHN T. GREGORIO, MAYOR

DATED: _____

BY: Val D. Imbriaco
VAL D. IMBRIACO, CITY CLERK

DATED: _____

Certified to be a true and exact copy.

Val D. Imbriaco

City Clerk, City of Linden, N. J.

Date: DEC 28 1993